

# **EXHIBIT 1**



北京市保利威律师事务所  
BEIJING POLYWELL LAW FIRM

## 合作协议

### Cooperation Agreement

**甲方 Party A:** iCap Vault 1,LLC

**地址 Address:** 3535 Factoria Blvd SE #500, Bellevue, WA98006, USA

**法定代表人 Legal representatives:** Chris Christensen

**联系方式 Contact:** 001-425-278-9030

**乙方 Party B:** 山东永昌物流集团有限公司 Shandong Yongchang Logistics Group Co., Ltd.

**地址 Address:** 山东省济南市天桥区桑梓店鑫源大道 1399 号连廊 3 层 302 室 Room 302, Floor 3, Corridor, No. 1399, Xinyuan Avenue, Sangzidian, Tianqiao District, Jinan City, Shandong Province

**法定代表人 Legal representatives:** 颜正华 Yanzheng Hua

**联系方式 Contact:**

甲乙双方本着互惠互利，共同发展的原则。在平等自愿的基础上，充分协商达成如下协议：

Based on the principle of mutual benefit and common development, on the basis of equality and voluntariness, the following agreements have been reached by Party A and Party B in full consultation.

#### 一、 委托期限

I. Term of entrust

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本合同委托期限为 月，自 年 月 日至 年 月 日。合同期满前双方可协商续展本合同，并在合同期满前一日内签署书面协议。

This term of the entrust shall be valid in —month. From —to —Parties shall negotiate for renewal of this agreement by expiration date, and the renewal agreement shall be signed —days before expiration day in written.

## 二、委托事项托管事项

### II. Entrusted matters

1. 乙方委托甲方为其在美国设立的 iCap international investments, LLC 公司在美国 Umpqua 银行设立独立银行支票账户(以下称"美国账户")。甲方应按照乙方指示将共计\$10,000,000 美金资金(以下简称"存入资金")存入该美国账户，其后，甲方应根据乙方要求

上述将钱款打入乙方指定的中国账户，并协助乙方完成包括但不限于外管局、银行等相应的审核批准手续以确约定义务的顺利履行。具体履约时间安排详见附录一。

1. Party B entrusts Party A to set up a independent debit bank account (hereinafter referred to as "U.S.account")in the Umpqua U.S. bank. in the name of its company iCap international investments, LLC established in U.S. Party A should deposits the fund\$10,000,000 USD (hereinafter referred to as 'deposit fund' ) into the U.S. account as Party B's instructions, and transfers the above deposit funds into the Chinese

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account as Party B's request. To perform the obligations agreed hereof Party A shall also assist Party B including but not limited to relevant examination, approval and review procedures of State Administration of Foreign Exchange(SAFE) and the depository bank.l. Details of the implementation schedule shall referred to Annex 1.

2. 甲方向该美国账户每存入 1000 万美金，有权向乙方收取托管费 3%。该费用包含项目完成后，将乙方的股权收购费用打回至乙方指定账户。  
2. Party B shall charge Party A for 3% as the escrow fee for every 10,000,000USD that Party A have deposit in the US Account. This fee shall include the payment for equity acquisition fee remitting to the account designated by Party B.
3. 此后但凡乙方每存入 1000 万美金，甲方须需提供 50 万美金做为押金(第一笔 1000 万美金费用乙方已经提供了 50 万美金作为押金)，以支付履行本合同约定存款、汇款的费用、托管费以及各种税费等。甲方应当于项目结束双方清算完毕后，将该押金剩余部分退还乙方。  
3. For every 1000,000USD Party A deposit in the U.S.Account, Party B shall pay Party A 500,000USD as deposit to pay for costs, fees and escrow fee and taxes that arising from the depositing, remitting and entrusted matters etc., agreed hereof. Party A shall return the remaining

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part of the deposit to Party B after the completion of the project and the liquidation of both parties.

4. 甲方为此委托事项需支出的第三方费用，甲方凭借相关发票出示给乙方，乙方应在收到确认后实报实销。

4. The relevant actual expenses of third party, of which the invoice is provided to, and was confirmed by Party B shall be subject to reimbursements by Party B.

### 三、甲方权利及义务

#### III. Rights and obligations of Party A

1. 甲方应当在乙方的指定时间将约定金额存入指定美国账户，并按照乙方的指定将约定款项汇出至指定账户。如甲方未按照约定时间和计划履行，其应当及时将转账时间计划、计划变动原因告知乙方。

1. Party A shall deposit the agreed amount into the designated U.S. account designated by Party B within the agreed time, and remit the agreed amount to the account Chinese designated by Party B. If the Party A is not following the instructions or plans of Party B during the performance, Party B shall be informed of the changed deposit or transfer schedule and reasons of such change immediately by Party A.

2. 甲方应当将账户情况、转款进展、资金去向及时通报给乙方，以

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确保乙方掌握美国账户实时情况和异常变动，在乙方提出要求后的及时予以回复。

2. Party A shall promptly inform Party B of the status of the account, the progress of the transfer, and the whereabouts of the funds, and shall promptly respond to party B's request, so as to ensure that the Party B's awareness of the real-time status of the U.S. account and abnormal changes.,
3. 甲方应当负责乙方资金在美国转出的所有必要工作以确保委托事项的履行，如需乙方配合完成，甲方应当及时准确的将相关信息通报给乙方。  
3. Party A shall be responsible for all necessary procedures of the remittance from US, to ensure the execution of entrusted matter. Party A should inform Party B timely for necessary coordination or documentation required for such matter.
4. 未经乙方许可，甲方不得私自动用账户资金，包括但不限于截留、交易、转账、债务偿还、担保、质押、投资等用途。  
4. Without the permission of Party B, Party A shall not use the account funds in a form including but not limited to interception, transactions, transfer, debt repayment, guarantee, pledge, investment and other purposes.

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#### 四、乙方权利及义务

##### IV. Rights and obligations of Party B

1. 乙方为本合同项下托管资金的所有权人。
  1. Party B shall be the owner of the funds under this agreement.
  2. 在本协议约定，乙方有权监督甲方的资金操作，并对委托工作存款、汇款的进展、账户情况提出问题，甲方应如实向乙方披露托管事项的情况和进展。  
2. In this agreement, Party B shall be entitled to supervise the operation of Party A in terms of the deposit fund, and to inquire about the progress and situation of the entrust matter, deposit, remit, and account whereas Party A shall disclose such information to Party B in a manner of truthfulness and good faith.
  3. 乙方应当向甲方提供必要文件和信息，以确保美国账户完成注册流程。其他可以获取的文件及信息应由甲方负责提供给银行。  
3. Party B shall provide Party A with the relevant and necessary documentation to ensure that the US account is registered properly. Any failure of Party A to inform Party B for such document that leads to breach of contract constitute Party A's liability for breach of contract.
  4. 由于甲方未能按照本协议约定或协商后的计划履行义务给乙方造成损失的，应当按照损失赔偿乙方。

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4. If Party A fails to perform its obligations in accordance with provisions of this Agreement or negotiated schedules and causes losses to Party B, it shall compensate Party B according to the losses.
5. 乙方应当按照本协议约定支付甲方约定比例的托管费及押金。
5. Party B shall pay Party A the escrow fee and deposit in accordance with this agreement.
6. 由于甲方过失导致未能转款成功的，甲方应当及时告知乙方，并与乙方沟通解决途径。由此造成的费用和损失由甲方承担。
6. If Party A fails to transfer the funds due to its fault, negligence Party A shall promptly inform Party B and coordinate with Party B for a solution. The expenses and losses arising therefrom shall be borne by party A.

## 五、 合同解除

### V. Termination of contract

1. 本协议在双方完成乙方在中国国内的项目并成功将乙方资金转回至乙方指定账户后解除本合同。
  1. This agreement shall terminate on completion of the project of Party B in China and remittance to account designated by Party B.
  2. 由于甲方未能按照约定擅自使用乙方资金的，乙方有权立即终止本协议并追究甲方的违约责任。

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2. If Party A unauthorized to use Party B's funds as agreed hereof, Party B shall be entitled to terminate this agreement and Investigate Party A's liability for breach of contract.

## 六、违约责任

### VI. Liability for breach of contract

1. 协议任何一方未按照约定履行合同义务的，双方应及时协商以弥补损失，以期圆满解决，经协商 30 日仍未能解决的冲突或弥补损失的，违约方应当承担违约金 0 美金。
  1. If either party fails to perform its contractual obligations in accordance with the agreement, the two parties shall consult in time to make up the losses, with a view of resolving. If the dispute or damages remain unresolved after seeking for negotiation for 30 days, the breaching party shall bear the liquidated damage 0 USD.
  2. 在甲方出现挪用资金的情况下，甲方应当承担挪用资金倍的违约责任。
    2. In the case of misappropriation of funds by party A, Party a shall bear the 0 times of misappropriation of funds as liability for breach of contract.

## 七、争议解决

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## VII. Dispute resolution

1. 本协议由美国法律管辖并按照该法律进行解释。履行中双方所发生争议，双方协商解决，协商不成的，双方同意美国华盛顿州金县地区法院诉讼解决。

1. This agreement is governed and explained under the law of USA. Any dispute arising from this Agreement shall be settled by both parties through negotiation. If the negotiation fails, both parties agree to settle it in the forum of United States Court by litigation.
2. 违约一方或对合同争议承担主要责任的乙方应承担对方因诉讼活动产生的合理的律师代理费等必要费用。
2. The party in breach or the party mainly responsible for the contract dispute shall bear the reasonable attorney's fees and other necessary expenses arising from the litigation activities of the other party.

## 八、其他相关约定

### VIII. Other agreements

1. 除为执行本合同约定义务或法令行为却有必要，未经乙方书面同意，甲方不得将乙方个人信息、账户明细、转账情况等向第三者披露。

1. Party A shall not disclose Party B's personal information, account details, transfer information, etc. to a third party without Party B's written consent, unless it is necessary to perform the obligations or

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legal acts agreed in this contract.

2. 本合同为中英双语，不同语言版本之间如有冲突，以英文内容为准。
2. This is a English and Chinese bilingual agreement, in case of any discrepancies among the different versions , the English version shall prevail.
3. 甲乙双方可以根据需要，经协商一致书面调整、变更约定的合同约定事项。
3. Party A and Party B can consensus to adjust and change the agreed matters in written .
4. 本协议一式四份，甲、乙双方各持两份，自双方签字或盖章之日起生效。
4. This agreement is made in quadruplicate, with Party A and Party B holding two copies respectively, which shall come into force from the date of signature or seal by both parties.

甲方（盖章）：

Party A(seal)

授权代表（签字）：

Authorized representative

(signature)

乙方（盖章）：

Party B(seal)

授权代表（签字）：

Authorized representative

(signature)



物流  
集团  
有限公司  
合同专用章



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附录—Annex 1

履行时间安排

Performance schedule

次序 Order	存入时间 Timeline of Deposit	存入金额 Deposit amount (USD)	备注 Memo
1	01/03/2022	\$5,000,000	将资金存入协议约定的美国账户 To deposit into the designated U.S.account
2	01/13/2022	\$2,500,000	
3	01/25/2022	\$2,500,000	
款项存入预计完成时间			
	转款时间 Timeline of Remittance	转款金额 Amount of Remittance	备注 Notes
1	01/03/2022	\$5,000,000	将资金从美国账户转出至 指定账户

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2	01/13/2022	\$2,500,000	
3	01/25/2022	\$2,500,000	
	转款预计完成时间  Expected deadline of finishing remittance		

## 附录二 Annex 2:

### 中国收款账户信息

#### Beneficiary's Account for remittance to China

##### 一、 外币资本金账户信息

###### I. Information of the foreign investment bank account

户名 : 山东永昌国际合作园区有限公司

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Account name: Shandong Yongchang International  
Cooperation Park Co., Ltd.

收款人地址: 济南市天桥区鑫源大道 1399 号连廊 3 层 303 室

Beneficiary Domicile: Room 303, 3rd Floor Corridor,  
No.1399, Xinyuan Avenue, Tianqiao District, Jinan City

开户行: 招商银行济南天桥支行

Bank of deposit: China Merchants Bank Jinan Tianqiao sub  
branch

账号: 531907863532505

Account number: 531907863532505

## 二、英文转款路径

### II.Transfer path in English

Bank: China Merchants Bank, Jinan Branch, No.7000 JingShi  
Road, CMB BLDG, Jinan, China

账号 Account number: 531907863532505

SWIFT 码 SWIFT CODE: CMBCCNBS361

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Account name (英文户名) : Shandong Yongchang

International Cooperation Park Co., Ltd.

Domicile (收款人地址) : Room 303, 3rd Floor Corridor,  
No.1399, Xinyuan Avenue, Tianqiao District, Jinan City

备注 Memo:

- 1、 汇款人户名与股东户名必须完全一致。汇款人姓名必须为：ICAP INTERNATIONAL INVESTMENTS, LLC
- 2、 备注注明投资款。
- 3、 汇款金额不能超过 7000 万人民币。

(三)

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